

June 18, 2014

IMPORTANT NOTICE TO POTENTIAL CLASS MEMBERS

AUTHORIZED BY JUDGE GAUGHAN
OF THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO

TO: All former and current hourly employees of TouchPoint Contact Centers, LLC at any time between May 16, 2011 and the present.

RE: Your right to join a collective action seeking to recover allegedly unpaid overtime compensation.

1. PURPOSE OF THIS NOTICE

This Notice informs you of a collective action that has been filed under the Fair Labor Standards Act ("FLSA"), advises you of your rights as a class member, and tells you how you can be included in the action. If you wish to be included in this collective action, you must sign and return the enclosed Consent Form as explained below.

2. DESCRIPTION OF THE ACTION

On March 13, 2014, this collective action was filed against Defendant TouchPoint Contact Centers, LLC ("TouchPoint") in the United States District Court for the Northern District of Ohio, Case 1:14-cv-560. The action was filed on behalf of the named Plaintiff Elizabeth Allen and all other individuals whom she alleges to be similarly-situated.

Plaintiff Elizabeth Allen was employed by TouchPoint as an hourly employee. She alleges that TouchPoint violated the FLSA by **failing to pay employees for hours worked in-between phone calls and for time spent starting and logging into their computer systems, applications, and phone system.**

Plaintiff alleges that she and all other similarly-situated individuals are entitled to recover from TouchPoint: (a) unpaid wages and overtime compensation; (b) liquidated damages; (c) attorneys' fees; and (d) costs under the FLSA.

TouchPoint has denied these charges and believes it has properly paid its employees. TouchPoint also denies that the named Plaintiff and potential opt-in plaintiffs are similarly situated.

The Court has not yet decided whether Plaintiff or TouchPoint is correct. The right to recover these wages for any Plaintiff has not been established and is not guaranteed or certain.

3. YOUR RIGHT TO PARTICIPATE IN THIS ACTION

Plaintiff seeks to sue not only for herself but also for other persons whom she alleges are similarly situated. Plaintiff alleges that those individuals are former and current hourly, non-exempt employees of TouchPoint at any time between May 16, 2011 and the present. If you fit this definition, you have the right to participate in this action.

4. HOW TO PARTICIPATE IN THIS ACTION

To join this collective action, you must sign and return the enclosed "Consent Form." You can return the Consent Form by: (a) mailing it to Plaintiff's counsel in the self-addressed and postage-prepaid envelope included with this Notice; (b) faxing the form to Plaintiff's counsel at 216-696-7005; or (c) scanning the form and emailing it to Plaintiff's counsel at consent@lazzarolawfirm.com.

The signed Consent Form must be postmarked, faxed, or emailed by July 18, 2014. It is important that you return the Consent Form as soon as possible because the time period for which you can seek payment for your unpaid wages will depend on when this form is filed with the Court. If you lose or misplace the enclosed Consent Form, or if you have any questions about filling out or returning the Consent Form, you may contact Plaintiff's counsel listed in paragraph 8 of this Notice.

5. NO RETALIATION PERMITTED

The law prohibits TouchPoint from discharging you for taking part in this collective action. Neither TouchPoint nor any of its employees or agents will harass, discriminate or retaliate against you in any manner on the basis of your participation in the collective action.

6. EFFECT OF JOINING THIS ACTION

If you join this collective action, you will be bound by any judgment that is rendered, whether favorable or unfavorable, and share in any recovery if there is one. You will also be bound by, and share in, any settlement that may be reached on behalf of the class.

By joining this action, you designate the named Plaintiff as your agent to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning fees and costs, the entering into a settlement agreement with TouchPoint, and all other matters pertaining to this action.

The named Plaintiff in this matter has entered into a contingency fee agreement with Plaintiff's counsel, which means that if there is no recovery, there will be no attorneys' fees or costs chargeable to you. If there is a recovery of wages, liquidated damages, and/or attorneys' fees and costs, Plaintiff's counsel will be paid whatever attorneys' fees and costs the Court orders or approves as fair and reasonable. The fees and costs will either be subtracted from the total recovery obtained from TouchPoint in the amount of thirty-three and one-third percent (33-1/3%) of your total recovery plus costs expended by Plaintiff's counsel on your behalf, or they may be paid separately by TouchPoint. If there is no recovery, Plaintiff's counsel will not be paid for their work on this case.

7. NO LEGAL EFFECT OF NOT JOINING THIS ACTION

If you choose not to join this action, you will not be bound by any judgment or settlement, whether favorable or unfavorable, and you will not share in any recovery. You will be free to file your own lawsuit; however, the pendency of this action will not stop the running of the statute of limitations as to any claims you may have until you file your own lawsuit.

8. YOUR LEGAL REPRESENTATION IF YOU JOIN

If you participate in this action, you will be represented by:

Anthony J. Lazzaro
Sonia M. Gassan
The Lazzaro Law Firm, LLC
920 Rockefeller Building
614 W. Superior Avenue
Cleveland, Ohio 44113
Phone: 216-696-5000
Facsimile: 216-696-7005
anthony@lazzarolawfirm.com
sonia@lazzarolawfirm.com

9. TOUCHPOINT IS REPRESENTED BY:

Peggy J. Schmitz
Patrick E. Noser
Critchfield, Critchfield & Johnston, Ltd.
60 W. Second Street
P.O. Box 127
Ashland, Ohio 44805
Phone: 419-289-6888
Facsimile: 419-281-2461
schmitz@ccj.com
noser@ccj.com

10. FURTHER INFORMATION

Further information about this Notice or the action may be obtained from Plaintiff's counsel at 216-696-5000. The call is free and confidential.

THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFF'S CLAIMS OR OF TOUCHPOINT'S DEFENSES.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

ELIZABETH ALLEN)	CASE NO. 1:14-cv-0560
)	
on behalf of herself)	JUDGE GAUGHAN
and all others similarly situated,)	
)	MAGISTRATE JUDGE MCHARGH
Plaintiff,)	
)	<u>CONSENT FORM</u>
vs.)	
)	
TOUCHPOINT CONTACT)	
CENTERS, LLC)	
)	
Defendant.)	

I hereby consent, agree, and opt-in to be a party Plaintiff in the above-captioned collective action.

I agree to be represented by The Lazzaro Law Firm, LLC. I understand that by filing this consent, I will be bound by the judgment of the Court on all issues in this case.

_____ Signature	_____ Date
_____ Name (Please Print)	
_____ Street Address	
_____ City, State, Zip Code	
_____ Phone Number	
_____ Email Address	

FAX to: 216-696-7005;
EMAIL to: consent@lazzarolawfirm.com; or
MAIL to: TouchPoint Collective Action
c/o The Lazzaro Law Firm, LLC
920 Rockefeller Building
614 W. Superior Avenue
Cleveland, Ohio 44113

On or before: July 18, 2014